

Storage Space Rental Agreement

All Storage Sussex Inlet
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P.O. Box 6008
Sussex Inlet. 2540.

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Email: allstoragesussexinlet@gmail.com

12 Flood Avenue Sussex Inlet. NSW. 2540.

Space Renter Information

Mr/Mrs/Ms Phone

Address State Postcode.....

Email Mobile.....

Business Name ABN

Photo ID type and Number.....

Alternate Contact

Mr/Mrs/Ms Phone

Address State Postcode.....

Email Mobile.....

Business Name ABN

Agreement

Description of Goods Stored (to be completed by Space Renter) :

.....
.....

Approximate Space size metres by.....metres.....

Storage Period from..... to.....and then extended automatically until 14 Days notice given by either party.

Storage Costs: Deposit \$.....NIL.....Rental Rate : \$.....(GST incl.)per Week

Administration Fee: \$...NIL.... Cleaning Fee \$50 if unit left uncleaned

Late payment Fee \$10 applied after 7 days after due date.

Dishonored cheque fee \$15 plus bank charge

All fees include GST, except deposit which is fully refundable.

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Space Access

Access to the stored goods will be:

- As Required 24x7 (no notice required)
- Business Hours (Mon – Fri 9:00am to 5pm)
- On Request : Hour(s) / day(s) notice required;

** - Other as described below :.....

Daylight hours access readily available. After hours please ring 0490 396 034 to ensure access is available.....

Insurance

- I (the Space Renter) do not require insurance
- I (the Space Renter) will arrange for my own insurance cover

Space Renter's Signature

Space Owners Signature

Payment Instructions...Payments are to be made as follows :

By theday of each week/month/year

- By Cheque –payable to All Storage Sussex Inlet and sent to the Space Owner/Location address above

- By Direct Bank Transfer to the account outlined below

Bank : ...National Bank Payment Ref : Name or Unit no.....

BSB : ...082800 Account : ...715119590.....

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Important Points to be noted by both parties.

- ❖ All payments to be made in advance by the Space Renter.
- ❖ The Space Renter must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods, firearms or weapons, biohazardous items, or drugs.
- ❖ Goods are stored at Space Renters sole risk. You should take out insurance cover.
- ❖ The Space Owner is not liable for the loss of any goods stored on its premises
- ❖ This space will only be accessible during set access hours as declared by the Space Owner
- ❖ 14 days notice must be given for the termination of this agreement
- ❖ The Space Renter must notify the Space owner in writing of any changes of address, email and contact telephone numbers
- ❖ If you fail to comply with the conditions of this agreement the Space Owner will have certain rights which include forfeiture of your Deposit and the right to sell and/or dispose of your goods (see clause 7).
- ❖ The Space Owner has the right to refuse access if all fees are not paid promptly (see clause 8).
- ❖ The Space Owner has the right to enter in certain circumstances (see clauses 7, 16, 17 & 18).

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Space Renters ACCEPTANCE I/we acknowledge that these main points have been drawn to my/our attention.

[Space Renters Signature]
.....

[Space Renters Signature]
.....

**I/We agree to be bound by the conditions of this Agreement as shown overleaf.
Signed by:**

[Space Renters Signature]

[Space Renters Signature].....

Date of this Agreement day of 20....

ACCEPTED BY SPACE OWNER. Signed for and on behalf of Owner:

.....
All Storage Sussex Inlet

Storage Space Rental Agreement

1. The definitions for this agreement are:

"Agreement" means this storage space rental agreement, including the cover page and any schedules, and any other document or materials it specifies form part of it;

"Administration Fee" means a fee to cover the administrative cost incurred by the Space Owner facilitating first signing-up and moving in to the Rental Space;

"Premises" means the premises owned or controlled by the Space Owner, including the land, buildings, hardstand and any other structure on the land, at which Your Goods are located;

"Rental Rate" means the Weekly or Monthly Storage Fee and Monthly Admin Fee (if applicable) set out in this Agreement

"Security Deposit" is a deposit lodged with the Space Owner, in Trust, as security for the performance by the

"Space Owner" means the Space Owner specified on the cover page of this Agreement and its successors and assigns;

"Space Renter" means the Space Renter specified on the cover page of this Agreement their heirs, legal representatives, successors and permitted assigns of the Space Renter.

"Weekly/Monthly Payment Date" means the weekly/monthly anniversary of this Agreement;

Your Goods" means any item or thing which You bring onto the Premises or which is kept in Your Space; "Your Space" means the storage unit(s) or other area(s) described in the Agreement;

STORAGE:

2. The Space Renter:

(a) has the right to store Goods in the Space allocated to the Space Renter by the Space Owner;

(b) is deemed to have knowledge of the Goods in the Space;

(c) warrants that they are the owner of the Goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

3. The Space Owner:

(a) does not have and will not be deemed to have, knowledge of the Goods;

(b) is not a bailee nor a warehouseman of the Goods and the Space Renter acknowledges that the Space Owner does not take possession of the Goods.

COST:

4. The Space Renter must upon signing the Agreement pay to the Space Owner:

(a) the Deposit (which will be refunded by cheque, or bank deposit, within 30 days of termination of this Agreement), and/or

(b) the Administration Fee.

5. The Space Renter is responsible to pay:

(a) the Rental Fee being the amount indicated in this Agreement or the amount notified to the Space Renter in writing by the Space Owner from time to time. The Rental Fee is payable in advance and it is the Space Renter responsibility to see that payment is made directly to the Space Owner, on time, in full, throughout the period of rental. The Space Owner does not normally bill for fees.

(b) the Cleaning fee, as indicated on the front on this Agreement, is payable at the Space Owner's discretion.

(c) a late payment fee, as indicated on the front on this Agreement, which becomes payable each time a payment is late by seven days or more.

(d) any costs incurred by the Space Owner in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, and/or the default action costs.

6. The Space Renter will be responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

DEFAULT:

7. Notwithstanding clause 19, the Space Renter acknowledges that, in the event of the Rental Fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, the Owner may, without further notice, enter the Space, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Space on such terms that the Owner may determine. The Owner may also require payment of default action costs, including any costs associated with accessing the Space Renters Space and disposal or sale of the Space Renter's Goods. Any excess moneys recovered by the Owner on disposal will be returned to the Space Renter.

ACCESS AND CONDITIONS:

8. The Space Renter:

(a) has the right to access to the Space during Access Hours as posted by the Space Owner;

(b) will be solely responsible for the securing of the Space and shall so secure the Space at all times when the Space Renter is not in the Space in a manner which is acceptable to the Space Owner, and where applicable will secure the external gates or doors of the premises;

(c) must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;

(d) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value or items worth more than \$1,000 in total unless they are insured;

(e) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;

(f) must not attach nails, screws etc to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair and must not damage or alter the Space without the Owner's consent; in the event of uncleanliness of or damage to the Space or Facility the Space Owner will be entitled to retain the Space Renter deposit, charge a cleaning fee, and/or full reimbursement from the Space Renter to the value of the repairs required.

(g) cannot assign this Agreement;

(h) must give Notice to the Owner in writing of the change of address of the Space Renter or the Alternate Contact Person within 48 hours of any change;

(i) grants the Owner entitlement to discuss any default by the Space Renter with the Alternate Contact Person registered on the front of this Agreement.

9. The Owner may refuse access to the Space by the Space Renter where moneys are owing by the Space Renter to the Owner, whether or not a formal demand for payment of such moneys has been made.

10. The Owner reserves the right to relocate the Space Renter to another Space under certain circumstances.

11. No oral statements made by the Space Owner or its employees shall form part of this Agreement, and no failure or delay by the Space Owner to exercise its rights under this Agreement will operate to waiver those rights.

RISK AND RESPONSIBILITY:

12. The Goods are stored at the sole risk and responsibility of the Space Renter who shall be responsible for any and all theft, damage to, and deterioration of the Goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever including acts or omissions, negligent deliberate or otherwise, of the Owner or persons under its control.

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13. The Space Renter agrees to indemnify and keep indemnified the Space Owner from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the Space by the Space Renter, including the storage of Goods in the Space.

14. The Space Renter acknowledges and agrees to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Space. This includes laws relating to the material which is stored, and the manner in which it is stored. The liability for any and all breach of such laws rests absolutely with the Space Renter, and includes any and all costs resulting from such a breach.

15. If the Space Owner has reason to believe that the Space Renter is not complying with all relevant laws the Space Owner may take any action the Space Owner believes to be necessary, including the action outlined in clauses 17 & 19, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Space Renter expense. The Space Renter agrees that the Space Owner may take such action at any time even though the Owner could have acted earlier.

INSPECTION AND ENTRY BY THE OWNER:

16. Subject to clause 17 the Space Renter consents to inspection and entry of the Space by the Space Owner provided that the Space Owner gives 21 days written Notice.

17. In the event of an emergency, that is where property, the environment or human life is, in the opinion of the Space Owner, threatened, the Space Owner may enter the Space using all necessary force without the written consent of the Space Renter, but the Space Owner shall notify the Space Renter as soon as practicable. The Space Renter consents to such entry.

NOTICE :

18. Notices will usually be given in writing and left at, or posted to, or faxed to the address of the Space Renter or the Space Owner. In relation to the giving of Notices to the Space Owner, Notices must actually be received to be valid. In the event of not being able to contact the Space Renter, Notice is deemed to have been given to the Space Renter by the Owner if the Space Owner serves that Notice on the Alternate Contact Person as identified on the front of this Agreement, or has sent Notices to the last notified address of the Space Renter or Alternate Contact Person. In the event that there is more than one Space Renter, Notice to or by any single Space Renter is agreed to be sufficient for the purposes of any Notice requirement under this agreement.

TERMINATION:

19. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice as indicated on the front of this Agreement. In the event of illegal or environmentally harmful activities on the part of the Space Renter the Space Owner may terminate the Agreement without Notice. The Owner is entitled to retain a portion of the deposit if less than the requisite Notice is given by the Space Renter. Upon termination the Space Renter must remove all Goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Space Owner on the date specified. The Space Renter must pay any outstanding monies and any expenses on default or other monies owed to the Owner up to the date of termination, or clause 6 may apply. Any calculation of the outstanding fees will be by the Space Owner and such calculation will be final. If the Space Owner enters the Space for any reason and there are no Goods stored therein, the Owner may terminate the Agreement without giving prior Notice, but the Space Owner will send Notice to the Space Renter in writing within 7 days.

20. The Parties' liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

SEVERABILITY

21. If any part or parts of this agreement shall be held as unenforceable for any reason, the remainder of this agreement shall continue in full force and effect. If any provision of this agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be construed as so limited.

BINDING EFFECT

22. The covenants and conditions contained in this agreement shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns of the parties.

GOVERNING LAW

23. This agreement shall be governed by and constructed in accordance with the laws of New South Wales.

DISPUTES

24. All parties must partake in dispute resolution prior to any party instituting legal proceedings.